

REQUEST FOR QUALIFICATIONS

**ON-CALL CONSULTANT SERVICES FOR
AIR QUALITY TECHNICAL ASSISTANCE**

MARICOPA ASSOCIATION OF GOVERNMENTS

July 2, 2006

CONTENTS

<u>Section</u>	<u>Page</u>
PUBLIC NOTICE	i
SCOPE OF PROJECT	1
STATEMENT OF QUALIFICATION REQUIREMENTS	5
PHASE 1 - STATEMENT OF QUALIFICATION EVALUATION AND SELECTION PROCESS	8
PHASE 2 - RATE SCHEDULE AND CONTRACT	9
PHASE 3 - PROJECT INITIATION	10
PROJECT ADMINISTRATION	12
ADMINISTRATIVE REQUIREMENTS	13
APPENDIX A: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND PAYEE CERTIFICATION	15
APPENDIX B: ARIZONA ADMINISTRATIVE CODE R4-30-301	16
APPENDIX C: MAG KEY DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR CONSULTANT CONTRACTS	19
APPENDIX D: PROPOSER'S REGISTRATION FORM	22

PUBLIC NOTICE

REQUEST FOR QUALIFICATIONS

ON-CALL CONSULTANT SERVICES

FOR

AIR QUALITY TECHNICAL ASSISTANCE

The Maricopa Association of Governments (MAG) is requesting Statements of Qualifications (SOQ) from qualified firms capable of providing air quality technical assistance in air quality modeling and the development of regional air quality plans, to form an On-Call list of consultants. The estimated funding for consultant services is not to exceed \$250,000.

Detailed SOQ requirements may be obtained by contacting the MAG Office at the address indicated below or by visiting the MAG Website at www.mag.maricopa.gov. Statements of Qualification will be accepted until 12:00 p.m. (Noon) Mountain Standard Time on Tuesday, August 1, 2006, at MAG, 302 North 1st Avenue, Suite 300, Phoenix, Arizona 85003. For further information, please contact Dean Giles, MAG in writing by fax at (602) 254-6490 or by email at dgiles@mag.maricopa.gov.

SCOPE OF PROJECT

Introduction

The purpose of this request is to solicit qualifications from consultants to provide the Maricopa Association of Governments (MAG) with technical assistance in air quality modeling and the development of regional air quality plans.

Background

The Maricopa Association of Governments is the designated MPO for transportation planning for the metropolitan Phoenix area. MAG is also the designated Air Quality Planning Agency for the region. The MAG membership consists of the 25 incorporated cities and towns within Maricopa County and the contiguous urbanized area, the Gila River Indian Community, the Salt River Pima-Maricopa Indian Community, Fort McDowell Yavapai Nation, Maricopa County, the Arizona Department of Transportation (ADOT), and the Citizens Transportation Oversight Committee (CTOC). ADOT and CTOC serve as ex-officio members for transportation-related issues.

MAG was designated by the Governor in 1978 to serve as the Regional Air Quality Planning Agency for the Maricopa County area. The Maricopa County area is classified as nonattainment for two pollutants: PM-10 and eight-hour ozone. MAG prepares air quality plans and is responsible for meeting transportation conformity requirements on the transportation improvement program and regional transportation plan.

In July 2002, the Environmental Protection Agency published a final rule approving the Revised MAG 1999 Serious Area Particulate Plan for PM-10. The Revised MAG 1999 Serious Area Particulate Plan includes most stringent measures, a modeling attainment demonstration showing attainment of the standard no later than December 31, 2006, and a request to extend the attainment date from 2001 to 2006. The region is not expected to attain the standard in 2006 due to elevated monitor data recorded in late 2005 and early 2006. MAG is currently conducting the regional air quality modeling and plan documentation required for submission of a MAG Five Percent Plan for PM-10 for the Maricopa County Nonattainment Area by December 31, 2007.

In addition, the Environmental Protection Agency published the final rule designating eight-hour ozone nonattainment areas, effective June 15, 2004. The eight-hour ozone nonattainment area in Maricopa and Pinal counties is classified under Subpart 1, referred to as “Basic” nonattainment, with an attainment date of June 15, 2009. MAG is currently conducting the regional air quality modeling and plan documentation required for submission of a Eight-Hour Ozone Plan for the Maricopa County Nonattainment Area by June 15, 2007.

Goal and Objectives

The overall goal of this project is to provide technical assistance in air quality modeling and the development of regional air quality plans. The key project objectives may include:

- Provide technical assistance for development of regional air quality plans for the Maricopa County nonattainment areas. This assistance may include air quality modeling, air quality monitoring, surveys and emissions inventories, analysis of meteorological and air quality monitoring data, analysis of control measures, and document preparation. All work performed will be in accordance with the federal Clean Air Act and guidance issued by the Environmental Protection Agency.

- Provide technical assistance for the conformity analysis for transportation plans, programs, and projects. This assistance may include air quality modeling, preparation of assumptions, and technical research.
- Provide technical assistance in techniques to evaluate Congestion Mitigation and Air Quality Improvement (CMAQ) projects. This assistance may include developing and documenting evaluation methodologies and evaluating potential projects for CMAQ funding.
- Other technical assistance in air quality as necessary to address the Clean Air Act requirements.

AIR QUALITY TECHNICAL ASSISTANCE SERVICES REQUIRED

The purpose of this section is to outline the major areas of expertise or tasks, in general terms, that will be carried out in order to produce the required services and deliverables. The Statement of Qualifications should clearly document the consultant's expertise, experience, and ability to perform these tasks. In addition, it is expected that the Statement of Qualifications will describe an approach and activities that will be performed to support each task. MAG will select qualified consultants from the Air Quality Technical Assistance On-Call Consultant List to provide air quality technical assistance services for this project.

For each of the following areas of expertise, the consultant will provide briefings and presentations at MAG committee meetings and other agency meetings. The consultant will prepare presentation materials, provide briefings, and respond to comments as necessary.

Area of Expertise: ANALYSIS OF CONTROL MEASURES

The consultant will prepare a detailed analysis of control measures, including potential effectiveness in reducing emissions, implementation costs, and cost-effectiveness. The consultant will conduct field studies to determine control measure effectiveness and efficiencies.

Area of Expertise: AIR QUALITY MODELING

Based on established modeling protocols, the consultant will conduct air quality modeling using EPA approved models to evaluate the impact of control measures and demonstrate attainment or maintenance of federal air quality standards. The consultant will have expertise in using one or more of the following air quality models: MM5, AERMOD, CMAQ, and CAMx.

Area of Expertise: AIR QUALITY MONITORING AND METEOROLOGY

The consultant will conduct air quality monitoring using EPA approved techniques to measure ambient concentrations of pollutants such as PM-10 and PM-2.5. The consultant will collect meteorological data as necessary to supplement the monitoring data and assist MAG in modeling attainment and maintenance of the air quality standards.

Area of Expertise: IMPLEMENTATION OF CONTROL MEASURES

The consultant will identify important considerations for implementing new control measures and strengthening existing measures including quantifying emissions reductions; the potential authority to implement the measures; costs and cost effectiveness; advantages and disadvantages; implementation schedule; and implementing agency responsibilities.

Area of Expertise: SURVEYS AND EMISSIONS INVENTORIES

The consultant will conduct surveys, collect samples, and assemble activity data that support the development of emissions inventories. The consultant will prepare emissions inventories for specific sources (i.e., agriculture, windblown dust) and years. The consultant will be capable of collecting and analyzing soil samples and measuring silt content of soils and silt loadings on various types of paved surfaces.

Area of Expertise: STATISTICAL ANALYSIS OF DATA

The consultant will conduct statistical analyses of meteorology, traffic counts, emission rates, and air quality monitoring data to assist MAG in modeling attainment and maintenance of the air quality standards.

Area of Expertise: REMOTE SENSING

The consultant will utilize satellite imagery and aerial photography to identify potential sources of emissions in the ozone and PM-10 nonattainment areas. The consultant will conduct analyses and produce graphics representing the pattern of air flow and pollution concentrations within the valley during high pollution episode conditions.

Area of Expertise: AIR QUALITY PLAN PREPARATION

The consultant will prepare draft work products for review by MAG. Final work products may be included in the air quality plans or as technical support documentation.

Area of Expertise: CMAQ EVALUATION METHODS

The consultant will provide assistance to MAG in reviewing and updating methodologies for evaluating the emissions reduction and cost-effectiveness of projects requesting Congestion Mitigation and Air Quality Improvement (CMAQ) funding. The consultant will provide assistance in developing inputs, devising and revising the methodologies, and evaluating CMAQ project requests that are submitted to MAG.

Area of Expertise: TRANSPORTATION CONFORMITY

The consultant will assist MAG in conducting the air quality modeling and preparing documentation for the regional emissions analysis, developing assumptions, and conducting technical research necessary to determine transportation conformity on the transportation improvement program and regional transportation plan. The conformity work will be designed to meet federal and state requirements.

Deliverables

Deliverables will include the preparation of written products, that may include working paper(s), for each task. An electronic version of draft working papers will be submitted to MAG for review. Working papers will undergo a review process that may include consultation with outside air quality planning agencies. Working papers will be reviewed and accepted by MAG before being incorporated in whole or in part in a final report.

STATEMENT OF QUALIFICATION REQUIREMENTS

STATEMENT OF QUALIFICATION CONTENT

The Statement of Qualification (SOQ) shall include the following items in the same order as they are listed below. Failure to provide the requested information may result in rejection of the SOQ. Brief and concise submittals are encouraged. The total number of pages must not exceed 50, excluding the resumes.

1. **Registration Form.** All firms submitting a Statement of Qualification on this project will be required to include a completed Proposer's Registration Form (See Appendix D) with their SOQ. In addition, a completed Proposer's Registration Form must be included with the SOQ for any subconsultants used on this project.
2. **Identification.** A title sheet or equivalent which includes:
 - a. The title of this solicitation.
 - b. Consultants' name and business address.
 - c. The name, title, mailing address, and telephone and fax numbers of the principal contact.
3. **Table of Contents.**
4. **Organization and Approach.** A brief statement describing the proposer's organization and outlining its approach to completing the work required for the range of projects included in this solicitation. This statement should briefly illustrate the proposer's overall understanding of specific areas of expertise as well as the anticipated projects listed.
5. **Background of Firm.** Background information regarding offeror, including:
 - a. Number of employees (by type of professional expertise and managerial role in the company).
 - b. Length of time the offeror has been in business.
 - c. Number of affiliated offices (if applicable).
6. **Range of Services Offered.** Provide identification of the specific services that the offeror is qualified and plans to provide to MAG. Related services may be offered in addition to those referenced below. The offeror does not have to submit a response to all the required areas of expertise and anticipated projects listed below to be favorably considered. This information must be provided in a spreadsheet format, clearly identifying the firm's role and the role of subconsultants. Upon selection and execution of an On-Call contract, it would not be possible to add new subconsultants to the contract. Therefore, all SOQs should include sufficient personnel resources for carrying out all types of anticipated work in each area of expertise offered.
7. **Recent Examples.** Provide examples of successful, recent experience in providing consultant services in each of the areas of expertise identified above. Preference will be given to offerors with demonstrated experience and expertise in successfully performing work of a similar nature or related nature.
8. **References.** Provide one reference for each example submitted under item 7, above. Include the following:
 - a. Date of the project.
 - b. Name and address of client.

- c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
 - d. Relevance to this SOQ.
 - e. Brief description of the project.
9. **Individuals and Expertise.** Provide a complete listing of all individuals to be included under each area of expertise, specifying their level of participation in each of the areas of expertise identified in item 6. This information must be provided in a spreadsheet or tabular format with subconsultants listed separately. Project managers on assignments that involve traffic engineering elements must be currently registered in Arizona.
10. **Resumes.** Provide resumes of each person listed in item 9 indicating education and experience relevant to the areas of expertise. Include abstracts of previously completed similar projects.
11. **Subconsultants.** The name, address, telephone number, and primary contact for subconsultants included in the project (if any). For each subconsultant, include resumes of the individuals to be assigned to the project and at least two references which include:
- a. Date of the project.
 - b. Name and address of client.
 - c. Name and telephone number of the individual in the client organization that had management responsibility for the project.
 - d. Relevance to this SOQ.
 - e. Brief description of the project.
12. **Additional Information.** Any additional information that the offeror believes would be useful to MAG in evaluating the offeror's SOQ.

The SOQ shall be signed by a representative or officer authorized to bind the offeror. Individuals of the offering organization qualified to negotiate a contract with the Maricopa Association of Governments based on the SOQ shall be identified by name, title, address, and telephone number.

In accordance with Arizona Administrative Code (A.A.C.) R2-7-104, an offeror may designate as confidential portions of a SOQ. A summary index of any such designation must be included in the Table of Contents or cover letter in the SOQ documents. If the Maricopa Association of Governments determines to disclose the information provided, the Maricopa Association of Governments shall inform the offeror in writing of such determination.

STATEMENT OF QUALIFICATION DELIVERY AND OPENING

Ten copies of the SOQ, entirely on letter size paper, should be submitted by 12:00 p.m. (Noon) Mountain Standard Time, August 1, 2006 to:

Maricopa Association of Governments
Attention: Dean Giles
302 North 1st Avenue, Suite 300
Phoenix, Arizona 85003

Timely receipt of SOQs will be determined by the date and time the SOQ is received at MAG. Postmarks or receipt of SOQs at any other MAG office will not be considered timely. Therefore, hand delivery is encouraged to assure timely receipt.

No SOQs will be accepted after the time indicated. Statements of Qualification received after the deadline will be stamped for time and date and returned unopened.

All material submitted by this deadline in response to this solicitation becomes the property of the Maricopa Association of Governments and will not be returned. After contract award, the SOQ shall be open for public inspection except to the extent that the withholding of information is permitted or required by law. If the offeror designates a portion of its SOQ as confidential, it shall isolate and identify in writing the confidential portions in accordance with Arizona Administrative Code R2-7-104; which shall be included in the SOQ. Upon receipt of your written notification, MAG will review any portions of the SOQ that the offeror considers to be confidential and then make a determination on what should be released. MAG will also notify you in writing of our determination and provide you with an opportunity to respond to our decision prior to releasing the SOQ.

Any questions regarding this Request for Qualifications should be submitted in writing to Dean Giles, MAG, by fax at (602) 254-6490; or by email to dgiles@mag.maricopa.gov. Responses to questions submitted will be posted on the MAG website at www.mag.maricopa.gov.

PHASE 1 - STATEMENT OF QUALIFICATION EVALUATION AND SELECTION PROCESS

1. **Evaluation Criteria.** All Statements of Qualification submitted shall be evaluated by a group consisting of MAG staff and member agencies. The qualifying list of consultants shall be recommended to the MAG Regional Council Executive Committee for inclusion in the Air Quality Technical Assistance On-Call Consultant List. Evaluation criteria include, but are not limited to:
 - a. Demonstration of the overall understanding of goals and objectives of this solicitation.
 - b. Clarity of SOQ, realistic approach, technical soundness, and enhancements to elements outlined in this Request for Qualifications.
 - c. Education and relevant experience of personnel in providing similar services. Only those personnel that will be assigned to work directly on each area should be cited.
 - d. Proven track record in the areas of expertise sought. Offerors should clearly identify the principal people who worked on past projects and the amount of time they devoted to the work effort.
 - e. Availability of key personnel throughout the project effort.
 - f. Ability and commitment to deliver required products and services, meet all deadlines for submitting associated work products, and ensure quality control.
 - g. Recognition of work priorities and flexibility to deal with change and contingencies.
2. **References.** As part of its final selection, MAG reserves the right to contact a reasonable number of references from among those provided by the offeror.
3. As provided by A.A.C. R2-7-331, discussions may be conducted with offerors who submit SOQs determined likely to be selected for inclusion in the MAG Air Quality Technical Assistance On-Call Consultant List. If discussions are conducted during Phase 2 pursuant to R2-7-331, MAG shall issue a written request for best and final offers. Award may be made without discussions, therefore, SOQs shall be submitted on complete and on most favorable terms. The selection of a firm will be based solely on qualifications and exclude consideration of price or fee. MAG will negotiate compensation with the Respondent determined to be the most qualified and, if a fair and reasonable compensation cannot be negotiated with that Respondent, MAG will initiate negotiations with the next most qualified Respondent.
4. **MAG Approval.** A recommendation for inclusion of the selected consultants in the MAG Air Quality Technical Assistance On-Call Consultant List shall be made by the MAG Executive Director to the MAG Regional Council Executive Committee. The decision of the Regional Council Executive Committee is final.

PHASE 2 - RATE SCHEDULE AND CONTRACT

1. **Format.** The format for Phase 2 response shall be provided to the selected consultants.
2. **Rate Schedule.** Selected consultants will submit a rate schedule, in the format provided by MAG, indicating the maximum raw direct hourly rate that the offeror would charge for the various levels of professional services for personnel indicated in the original Statement of Qualifications. These rates should include any discounting that may apply due to seasonality, engagement size, or other factors. Be specific on the terms of the discounts. The hourly rate schedule will apply to all services contracted during the 24-month contract period. Separate rate schedules for each year, fiscal or calendar, are suggested. Fringe and/or overhead rates should also be included on the rate schedule. Authorized postage, printing, and other related production expenses will be reimbursed by MAG. Offeror will be reimbursed for travel expenses that have been authorized in advance by the Project Manager and costs incurred on off-site assignments in accordance with MAG travel reimbursement policies.
3. **Subconsultants.** Selected consultants will include as a part of their response the rates for each subconsultant to be assigned to a project (if any) and a rate schedule that is the same format as that required for the Prime Consultant for each of the required areas of expertise indicating the maximum loaded direct hourly rate that the subconsultant would charge for the various levels of professional services for personnel indicated in the original Statement of Qualifications. The loaded direct hourly rates should include all incidental expenses, fringe and overhead expenses, and other fees.
4. **MAG Contract.** Selected consultants will enter into the standard MAG On-Call Contract to provide services in areas they have been qualified.
5. **Contract Term.** The terms of any resultant On-Call Contract(s) for Maricopa Association of Governments shall commence on the contract execution date and continue for two years, unless terminated, cancelled, or extended as otherwise provided herein.
6. **Contract Extension.** MAG reserves the right to unilaterally extend the period of any resultant contract for 31 days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods up to a maximum of six months.

PHASE 3 - PROJECT INITIATION

1. **Request for Technical and Pricing Proposal.** To initiate a project under this contract, MAG will provide a brief scope of work for the Task Order and request a technical and pricing proposal to be submitted to MAG within two weeks. The consultant's proposal shall include the project scope of work, required schedule, a list of deliverables, and pricing. MAG reserves the right to select and request proposals from more than one consultant on the qualified On-Call List to respond to any specific Task Order. For all projects that are estimated to exceed \$100,000 in total cost a minimum of three qualified consultants will be invited to submit proposals. (See **CONSULTANT SELECTION FROM MULTIPLE CONTRACTS** section below.)
2. **Response.** Responses to a Task Order shall be in writing and submitted to the Project Manager. Pricing submitted shall include listing of proposed staff, staff position description, i.e., Project Manager, the hourly rate according to the approved rate schedule, estimated number of hours, and anticipated travel expenses. Items shall be totaled and the total shall be a NOT TO EXCEED amount. MAG will finalize the scope of work and project pricing in consultation with the consultant and other stakeholder agencies with direct involvement in the project.
3. **Task Order Agreement.** Upon finalization of the scope of work, cost and project schedule, a Task Order agreement will be executed. The consultant shall commence work upon receiving a Notice to Proceed from the Project Manager.
4. **Task Order Duration.** Duration of services for projects to be completed under this contract may vary from a few weeks to several months and will be dependent on the scope of each project. The schedule and duration will be as specified in the executed Task Order for each project. The consultant shall submit any changes to the project schedule in a format specified by MAG.

VENDOR REGISTRATION

Prior to issuance of the first Task Order and subsequent payment, the consultant shall have a completed Request for Taxpayer Identification Number and Certification, Federal Form W-9, and AFIS II Vendor Setup form on file with MAG. No payments shall be made until the forms are on file.

PERFORMANCE STANDARDS

MAG relies upon the provision of services in accordance with the contract, therefore, the Offeror agrees that time is of the essence, and that contractual commitments shall be met.

The Offeror agrees that Offeror's employees will not divulge or release data or information developed or obtained in connection with the performance of the resulting contract, unless made public by MAG.

CONSULTANT SELECTION FROM MULTIPLE CONTRACTS

MAG makes no guarantee as to the amount of work to be assigned to any consultant and may exercise its option not to utilize the services requested herein. MAG is under no financial obligation to any selected consultant unless MAG issues a Task Order for a specific requirement.

Experience of the consultant, qualifications, education, and experience of the staff will be the criteria used to make a determination as to which consultant(s) will be contacted for consideration to perform required services. Each consultant contacted will have the opportunity to indicate their availability and prepare a staffing plan and detailed approach for the desired work assignment. If substitution of staff is required after commencement of assignment, replacement must possess comparable qualifications and must receive prior written approval from MAG.

MAG will select the consultant(s) which best addresses MAG requirements. MAG will attempt to reach an agreement with the most qualified consultant(s) in MAG's opinion. If MAG cannot reach an agreement with the selected consultant(s), MAG may choose to select another consultant(s) from the On-Call List or rebid the required services.

Projects that exceed \$100,000 in estimated total cost:

The consultant selection process for all projects that are estimated to exceed \$100,000 in total cost will include detailed technical proposals from at least three qualified consultants listed on the MAG Air Quality Technical Assistance On-Call Consultant List. MAG reserves the right to interview one or more of the responding consultants prior to a final decision on the award of a Task Order. For such projects, consultants invited to respond will be provided a reasonable period of time, to be determined by MAG, to prepare and submit proposals. If interviews are held, at least two weeks notice will be provided.

CHANGES IN WORK

Significant changes in the scope, character, or complexity of the work will not be negotiated under this contract. Changes in work may result in the contract being canceled and rebid. Should this be required, all consultant(s) will be notified in writing within 30 days prior to cancellation.

PROJECT ADMINISTRATION

Project Management

The Project Manager is Dean Giles, MAG Air Quality Planning Program Specialist, who will provide general direction as necessary and be responsible for decisions pertaining to work under this contract.

Payment

The consultant shall be paid based the negotiated scope of work, budget, schedule and fee.

Progress reports and invoices will be submitted monthly for reimbursement of costs incurred in conformance with the project budget. The progress reports will document services by each work task, the hours worked, and the hourly rate of each person, and other direct expenses. All costs incurred in preparing invoices shall be included in the general and administrative expenses or the overhead. MAG will provide to the consultant the format to be used for invoices and progress reports.

MAG shall retain ten percent (10%) of the amount billed until satisfactory completion of the project. Final payment shall be made as soon as possible after the date of acceptance.

Invoicing Requirements

All invoices for this contract shall be delivered in person or sent by mail addressed as follows:

Maricopa Association of Governments
Fiscal Services
Attention: Accounts Payable
302 North 1st Avenue, Suite 200
Phoenix, Arizona 85003

ADMINISTRATIVE REQUIREMENTS

1. The offeror agrees and understands that the Air Quality Technical Assistance On-Call Contract shall not be construed as an exclusive arrangement and further agrees that the Maricopa Association of Governments may secure similar services with other contracted sources at any time in conjunction with, or in replacement of, the proposed services.
2. The basis for payment to the consultant for services rendered shall be based on the negotiated scope of work, budget, approved rate schedule for the prime consultant and/or any subconsultants, and fee.
3. An audit examination of the consultant's records may be required by the Arizona Department of Transportation Office of Audit and Analysis or the Maricopa Association of Governments Fiscal Services Department
4. During project execution, progress reports must be submitted monthly until the final report is submitted. Each report should include a comprehensive narrative of the activities performed during the month, an estimated percent completed for each project task, monthly and cumulative costs by task, activities of any subconsultants, and a discussion of any notable issues or problems being addressed.
5. MAG reserves the right to:
 - a. Cancel this solicitation.
 - b. Reject any and all proposals and re-advertise
 - c. Select the proposal that will, in its judgment, best meet MAG's needs, despite any differences in estimated project costs between the proposer and all others.
 - d. Negotiate a contract that covers selected parts of a proposal, or a contract that will be interrupted for a period, or canceled, for lack of funds.
6. Each firm submitting a proposal is required to certify that it will comply with, in all respects, the rules of professional conduct set forth in A.A.C. R4-30-301 (see Appendix B), which is from the official compilation of Administrative Rules and Regulations for the State of Arizona.
7. Each firm must document within its proposal any potential conflicts of interest. A conflict of interest shall be cause for disqualifying a consultant from consideration or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:
 - a. Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
 - b. Performing work for a client or having an interest which conflicts with this contract.
 - c. Employing personnel who worked for MAG or one of its member agencies within the past three years.

MAG will be the final determining body as to whether a conflict of interest exists.
8. The firms that are selected will be required to comply with Titles VI and VII of the Civil Rights Act of 1964. The consultants will comply with Executive Order 11246, entitled Equal

Employment Opportunity, as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60). The consultants will also be required to comply with all applicable laws and regulations of the U.S. Department of Transportation.

9. The Disadvantaged Business Enterprise (DBE) requirements in the Code of Federal Regulations Title 49, Part 26 will apply to this Contract. See Appendix C, MAG Key Disadvantaged Business Enterprise Program Requirements For Consultant Contracts. A complete copy of MAG's DBE program is available on request.

APPENDIX A

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND PAYEE CERTIFICATION

Name: _____

Address: _____

Employer Identification Number: _____

Social Security Number: _____

Please Circle One:

Corporation

Sole Proprietor

Partnership

Certification: Under penalty of perjury, I certify that:

1. The number shown is my correct taxpayer identification number and;
2. I have not been notified by the Internal Revenue Service that I am subject to backup withholding.

Signed

Date

APPENDIX B

ARIZONA ADMINISTRATIVE CODE R4-30-301

CH. 30

BOARD OF TECHNICAL REGISTRATION

R4-30-301

ARTICLE 3. REGULATORY PROVISION

R4-30-301. Rules of Professional Conduct

All registrants shall comply with the following rules of professional conduct:

1. A registrant shall not submit any materially false statements or fail to disclose any material facts requested in connection with an application for registration, certification, or subpoena.
2. A registrant shall not engage in fraud, deceit, misrepresentation or concealment of material facts in advertising, soliciting, or providing professional services to members of the public.
3. A registrant shall not knowingly commit bribery of a public servant as proscribed in A.R.S. § 13-2602, knowingly commit commercial bribery as proscribed in A.R.S. § 13-2605, or violate any federal statute concerning bribery.
4. A registrant shall comply with state, municipal, and county laws, codes, ordinances, and regulations pertaining to the registrant's area of practice.
5. A registrant shall not violate any state or federal criminal statute involving dishonesty, fraud, misrepresentation, embezzlement, theft, forgery, perjury, bribery, or breach of fiduciary duty, if the violation is reasonably related to the registrant's area of practice.
6. A registrant shall apply the technical knowledge and skill that would be applied by other qualified registrants who practice the same profession in the same area and at the same time.
7. A registrant shall not accept an assignment if the duty to a client or the public would conflict with the registrant's personal interest or the interest of another client without full disclosure of all material facts of the conflict to each person who might be related to or affected by the project or engagement in question.
8. A registrant shall not accept compensation for services related to the same project or professional engagement from more than one party without making full disclosure to all parties and obtaining the express written consent of all parties involved.
9. A registrant shall make full disclosure to all parties concerning:
 - a. Any transaction involving payments to any person for the purpose of securing a contract, assignment, or engagement, except for actual and substantial technical assistance in preparing the proposal; or
 - b. Any monetary, financial, or beneficial interest the registrant may hold in a contracting firm or other entity providing goods or services, other than the registrant's professional services, to a project or engagement.

10. A registrant shall not solicit, receive, or accept compensation from material, equipment, or other product or services suppliers for specifying or endorsing their products, goods or services to any client or other person without full written disclosure to all parties.
11. If a registrant's professional judgment is overruled or not adhered to under circumstances where a serious threat to the public health, safety, or welfare may result, the registrant shall immediately notify the responsible party, appropriate building official, or agency, and the Board of the specific nature of the public threat.
12. If called upon or employed as an arbitrator to interpret contracts, to judge contract performance, or to perform any other arbitration duties, the registrant shall render decisions impartially and without bias to any party.
13. To the extent applicable to the professional engagement, a registrant shall conduct a land survey engagement in accordance with the April 12, 2001 Arizona Professional Lands Surveyors Association (APLS) Arizona Boundary Survey Minimum Standards, as adopted by the Board on June 15, 2001, the provisions of which are incorporated in this subsection by reference and on file with the Office of the Secretary of State. This incorporation by reference does not include any later amendments or editions.
14. A registrant shall comply with any subpoena issued by the Board or its designated administrative law judge.
15. A registrant shall update the registrant's address and telephone number of record with the Board within 30 days of the date of any change.
16. A registrant shall not sign, stamp, or seal any professional documents not prepared by the registrant or a bona fide employee.
17. Except as provided in subsections (18) and (19), a registrant shall not accept any professional engagement or assignment outside the registrant's professional registration category unless:
 - a. The registrant is qualified by education, technical knowledge, or experience to perform the work; and
 - b. The work is exempt under A.R.S. § 32-143.
18. A registered professional engineer may accept professional engagements or assignments in branches of engineering other than that branch in which the registrant has demonstrated proficiency by registration but only if the registrant has the education, technical knowledge, or experience to perform such engagements or assignments.
19. Except as otherwise provided by law, a registrant may act as the prime professional for a given project and select collaborating professionals; however, the registrant shall perform only those professional services for which the registrant is qualified by registration to perform and shall seal and sign only the work prepared by the registrant or by the registrant's bona fide employee.
20. A registrant who is designated as a responsible registrant shall be responsible for the firm or corporation. The Board may impose disciplinary action on the responsible registrant for any violation of Board statutes or rules that is committed by a non-registrant employee, firm, or corporation.

Historical Note

Adopted effective August 3, 1983 (Supp. 83-4). Amended effective December 18, 1991 (Supp. 91-4). Amended effective May 1, 1995 (Supp. 95-2). Amended by final rulemaking at 6 A.A.R. 1018, effective February 25, 2000 (Supp. 00-1). Amended by final rulemaking at 8 A.A.R. 903, effective February 14, 2002 (Supp. 02-1). Amended by final rulemaking at 9 A.A.R. 791, effective February 12, 2003 (Supp. 03-1). Amended by final rulemaking at 10 A.A.C. 2798, effective August 7, 2004 (Supp. 04-2).

APPENDIX C

MAG KEY DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR CONSULTANT CONTRACTS

The Disadvantaged Business Enterprise (DBE) requirements in the Code of Federal Regulations Title 49, Part 26 will apply to this contract. A complete copy of MAG's DBE Program is available by contacting Rebecca Kimbrough, DBE Liaison Officer, at (602) 254-6300.

The consultant will agree to ensure that DBEs, as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

DBE Participation Goal and Reporting:

The DBE participation goal for this contract is 11 percent of the contract award. DBEs used for this contract must be certified by the Arizona Department of Transportation or the City of Phoenix prior to the award of the contract. A list of Certified DBE organizations is available at the Civil Rights Office of the Arizona Department of Transportation or the City of Phoenix.

The consultant will be required to report monthly on: (1) the utilization of any subconsultants, and (2) any payments made to subconsultants (DBEs and non-DBEs).

Requirement for Proposal:

All firms proposing on this project will be required to include a completed Proposer's Registration Form (See Appendix D) with their proposal. In addition, a completed Proposer's Registration Form must be included with the proposal for any subconsultants used on this project.

General Requirements for Proposals and Contract:

All proposers will be required to include the following information in their proposal and contract:

- a. A clear and concise description of the work that each DBE will perform.
- b. The dollar amount of the participation of each DBE firm participating.
- c. Written documentation of the proposer's commitment to use a DBE subconsultant(s) whose participation it submits to meet a contract goal.
- d. If the contract goal is not met, evidence of good faith efforts to meet the goal.

Consultant and Subconsultant Assurance:

MAG will incorporate into each contract it signs with a Prime Consultant, and require in each subcontract (that a Prime Consultant signs with a Subconsultant), the following assurance:

The consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MAG deems appropriate.

Prompt Payment Provision:

The Prime Consultant will pay subconsultants for satisfactory performance of contracts no later than fourteen (14) calendar days from the date that the Prime Consultant receives payment from MAG. The Prime Consultant will also return retainage payments to the subconsultant within fourteen (14) calendar days from the date of satisfactory completion of work.

Prime Consultants must:

- Provide the subconsultant with the name, address and phone number of the person to whom all invoices/billings and statements must be sent.
- Pay subconsultants and suppliers within fourteen (14) days of receipt of payment from MAG.
- Stipulate the reason(s) in writing to the subconsultant or supplier and to MAG for not abiding by the prompt payment provision. Possible reasons include:
 1. Failure to provide all required documentation
 2. Unsatisfactory job performance
 3. Disputed work
 4. Failure to comply with other material provisions of the contract
 5. Third-party claims filed or reasonable evidence that a claim will be filed
 6. Reasonable evidence that the contract cannot be completed for the unpaid balance of the contract sum or a reasonable amount for retainage.

Subconsultants must:

- Submit invoices or billing statements to the Prime Consultant's designated contact person in an appropriate format and in a timely manner. The format and the timing of billing statements must be specified in the contract(s) between the Prime Consultant and the subconsultant(s).
- Notify MAG in writing of any potential violation of the prompt payment provision.

MAG will implement appropriate mechanisms to ensure compliance with the requirements of all program participants. The mechanisms MAG may use include, but are not limited to:

1. MAG will notify subconsultants (DBE and Non-DBEs) of the Prime Consultant's responsibility for prompt payment and encourage subconsultants to notify MAG in writing with any possible violations to the prompt payment mechanism.
2. Withholding payment from Prime Consultants who do not comply with the prompt payment provision noted above, where it has been determined by the MAG DBELO that delay of payment to the subconsultant is not justified.

3. Stopping work on the contract until compliance issues are resolved.
4. Terminating the contract.

MAG will verify that the work committed to DBEs, at the time of the contract award, is actually performed by DBEs. This will be accomplished by:

1. Requiring Prime Consultants to report subconsultant(s) (DBE and Non-DBEs) work performed in each monthly progress report along with an indication of the number of hours worked, any costs incurred and the amounts paid to the DBE(s).
2. Ensuring that DBE participation is credited toward the overall goal or contract goal(s) only when payments **are actually made** to DBE firms.

APPENDIX D

PROPOSER'S REGISTRATION FORM

All firms proposing as prime consultants or subconsultants on Maricopa Association of Governments (MAG) projects must be registered. **Please complete this form and return it with your proposal.**

If you have any questions about this registration form, please call (602) 254-6300. A listing of all proposer's for this project will be available on the business day following the submittal deadline.

1. GENERAL INFORMATION:

Name of Firm: _____

Street Address: _____

City, State, ZIP: _____

Mailing Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

Web address: _____

Year firm was established: _____

Check all that apply:

Is this firm a prime consultant? _____

Is this firm a sub-consultant? _____ Identify speciality: _____

Is this firm a certified DBE? _____ If so, by whom? _____

2. FINANCIAL INFORMATION

Firm's annual gross receipts (average of last 3 years):

_____ <\$300,000

_____ \$300,000 - \$599,999

_____ \$600,000 - \$999,999

_____ \$1,000,000 - \$4,999,999

_____ >\$5,000,000

Information will be maintained as confidential to the extent allowed by federal and state law.

The undersigned swears that the above information is correct. Any material misrepresentation may be grounds for terminating any contract which may be awarded and initiating action under federal and state laws concerning false statements.

Name

Title